

D.T.E. 00-AD-2

Adjudicatory hearing in the matter of the complaint of Santino Ferrante relative to the rates and charges for electricity sold by Cambridge Electric Light Company.

APPEARANCES: Santino Ferrante

78 Inman Street

Cambridge, MA 02139

PRO SE

Complainant

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800 Boylston Street, 17th Floor

Boston, MA 02199

FOR: CAMBRIDGE ELECTRIC LIGHT COMPANY

Respondent

I. INTRODUCTION

On October 26, 1999, an informal hearing was held before the Consumer Division of the Department of Telecommunications and Energy ("Department") on the complaint of

Santino Ferrante ("Complainant"), relative to rates and charges for electricity sold by Cambridge Electric Light Company ("Company" or "Cambridge"). The Complainant was dissatisfied with the informal hearing decision and requested an adjudicatory hearing before the Department pursuant to 220 C.M.R. § 25.02(4)(c). The matter was docketed as D.T.E. 00-AD-2.

Pursuant to notice duly issued, an adjudicatory hearing was held on October 19, 2000 at the Department's offices in Boston, in conformance with the Department's Regulations on Billing and Termination Procedures, 220 C.M.R. §§ 25.00 et. seq. The Complainant testified on his own behalf. Cambridge sponsored the testimony of Margaret Coughlan, manager of regulatory relations for the Company. The evidentiary record consists of three exhibits, of which one was introduced by the Complainant and two were introduced by the Company, and the Company's responses to four Department record requests.

II. SUMMARY OF ISSUES

The Complainant disputes two electric bills totaling \$787.53 rendered to him on December 15, 1995 and March 19, 1996 by the Company for electric service provided to the second floor of his three-family home at 78 Inman Street, Cambridge ("second-floor apartment") (Tr. at 4, 7). He asserts that the bills, covering the period from October 18, 1995 through March 19, 1996, were much higher than normal and do not accurately reflect actual electrical consumption in the then-unoccupied apartment, and that the Company cannot prove the electric meter was registering correctly (id. at 5-7).

The Company maintains that the Complainant is responsible for the amount in dispute, because the two bills in question are based on an actual read of the meter and there is no pattern evident in the Complainant's account history that would indicate the meter was not operating properly (id. at 6, 18, 20-22, 36). Cambridge contends that no meter test was performed because the Company replaced the second-floor apartment meter in a routine exchange September 27, 1996, subsequent to the readings in question but six months prior to the Complainant's initiation of a complaint about the two high bills (id. at 19-20).

III. SUMMARY OF FACTS

A. The Complainant

The Complainant stated that he and his family have occupied the first floor of the three-family home at 78 Inman Street, Cambridge, since 1984 (id. at 7, 9). When a second-floor tenant moved out in approximately September 1994, the Complainant said, he decided to renovate that floor for his own use, and he contacted the Company to establish service in his name (id. at 7, 8, 12). He testified that the second-floor apartment was unoccupied and used primarily for storage until 1997, but that renovations took place at various times between October 1994 and December 1996 (id. at 7, 8, 12). Renovations included painting, replacement of portions of the ceiling, refinishing floors, and conversion of a kitchen into a bedroom (id. at 8, 11). The Complainant noted that he did the painting

himself, and the rest of the work was performed by contractors (id. at 11, 13). The Complainant stated that, during the time period in dispute, other than lighting and equipment used for renovations, the only electrical appliance in use in the second-floor apartment was a refrigerator (id. at 14). He testified that renovations were not extensive or continuous, but rather took place for brief periods of time; for example, he claimed the ceiling replacement and floor refinishing took less than one day each (id. at 13). However, he could not recall or provide records of the precise time period that contractors were working in the apartment or the equipment that was used.⁽¹⁾ The Complainant added that all three floors of the home are heated by gas, not electricity, and that each floor has a separate electric meter (id. at 14, 16).

The Complainant disputes the December 15, 1995 bill in the amount of \$285.59 for 2804 kilowatthours ("KWH") and the March 19, 1996 bill of \$501.94 for 5090 KWH (Exhs. SF-1-A, CEL-1; Tr. at 17). He stated that because his previous bills were usually in the \$20 or \$30 range, he believed the higher bills to be incorrect (Tr. at 10). The Complainant explained that he decided not to pay the December 1995 and March 1996 bills, but did not inform the Company that he believed there was a problem (id. at 8). Although he acknowledged that he should have contacted the Company in a more timely fashion, he stated that he was too busy to do so (id.).

The Complainant recalled that he first contacted the Company to dispute the bills by telephone in March 1997 (id. at 9-10). He indicated that he made the complaint because he had applied for a new electric account at a different location, but the Company had refused him additional service until he cleared the second-floor apartment arrearage (id. at 9).

The Complainant stated that he later spoke to Alicia Hamel, a customer service supervisor at the Company, who said the Company would investigate the high readings and disputed bills (Exh. SF-1-C, at 1; Tr. at 9). Subsequently, the Complainant said, he received a letter from Ms. Hamel dated July 24, 1997, concluding that although the meter removed in September 1996 was destroyed without being tested, the Company considered the

December 1995 and March 1996 bills to be correct and would hold him responsible for the unpaid balance (Exh. SF-1-C, at 1; Tr. at 10).⁽²⁾

The Complainant claimed that he was not aware of the meter replacement prior to receiving the July 1997 letter (Tr. at 14). Although the meter was located inside his home and the Company would have had to obtain access to replace it, the Complainant stated that he does not remember being contacted, but the Company might have arranged access with someone else in his household without his knowledge (id. at 14-15).

The Complainant argues that if the Company cannot produce the meter for testing, the bill cannot be presumed accurate (id. at 5, 35). Although the Complainant acknowledged that he should have contacted the Company sooner after receipt of the unusually high bills, he asserted that the Company should have done something in response to the high

readings and unpaid bills because the burden is on the Company to prove the readings accurate (id. at 25). He claimed that because the Company had to verify the meter reading in January 1996 and then replace the meter in September 1996, there were at least two occasions when the Company should have taken the opportunity to test the meter (id. at 26).

B. The Company

The Company stated that the Complainant's original meter, number 8024821, was manufactured in 1965 and installed at the Complainant's address on February 23, 1985 (id. at 21). The Company testified that, at the time of its installation in 1985, the meter had tested 100.1 percent on both a full load and a light load, within the requirements set by state law⁽³⁾ (Exh. CEL-2; Tr. at 21). According to the Company, the meter was replaced September 27, 1996 as part of a series of routine exchanges to install automatic reading devices (Tr. at 19-20, 26). The replaced meter was destroyed, in accordance with the Company's policy not to reuse meters that are over 25 years old (id. at 20). The meter was not tested after it was removed (id. at 26). The Company indicated that it is not Company policy to regularly test meters,⁽⁴⁾ even in response to a high bill complaint, but rather the meter might be tested only after a second or third complaint (id. at 25, 28).

While the Company had no records specific to the replacement of the Complainant's meter, it provided an explanation of its procedures at the time it was installing the new meters with automatic reading capability. The Company stated that in June/July 1996, it included inserts in bills alerting customers to the upcoming meter exchanges (RR-DTE-3). If a meter installer was unable to gain access to an indoor meter, the installer left a card requesting the customer make an appointment (id.).

The Company stated that its records show that the Complainant contacted the Company about the high bills for the first time in March 1997 (Tr. at 19). The Company stated that it reviewed the questioned billings and determined them to be correct (id.). Although the meter was not available for testing, the Company asserted that the Complainant's account history supports the accuracy of the meter because the billings are "not consistent with a malfunctioning meter" (id. at 21).

The Company provided the Complainant's billing history for March 18, 1995 to September 15, 2000 (Exh. CEL-1; Tr. at 18). This account history shows that, before and after the high consumption billed in December 1995 and March 1996, the Complainant's usage fluctuated only slightly, indicating a consistent pattern of electric usage (Tr. at 21). Cambridge explained that if a meter is defective, it generally stops working altogether, or it registers some percentage points slow or fast on a continuous basis (id. at 22). Malfunctioning meters are not known to produce high readings on particular months, then correct themselves and return to operating normally (id. at 22, 27). The Company asserted that, overall, meters are very accurate devices and rarely malfunction (id. at 27).

In particular, the Complainant's billing history shows an estimated bill for October 18 through November 15, 1995; the high actual read on December 15, 1995; followed by no

read on January 17, 1996, an estimated read for February 15, 1996, and the high actual read of March 19, 1996 (id. at 18-19). The Company could not explain why there was no reading on the scheduled date of January 17, 1996, but indicated that it is not uncommon for meter readings to be missed on cold winter days, as meter readers do not go out when the temperature is below ten degrees Fahrenheit (id. at 31).

The Company further provided records showing that, because the December reading showed higher than normal usage, it did not bill the Complainant until it could verify the reading (RR-DTE-4). The Company obtained an "informational" reading on January 29, 1996, which verified the December 15 actual reading, and resumed billing the Complainant in February 1996 (id.).⁽⁵⁾

The billing records introduced by the Company show that, after the March 1996 disputed bill, which was based on an actual read of the meter, the next six bills to the Complainant, from April 17, 1996 to September 17, 1996, were estimated bills.⁽⁶⁾ The next bill, for October 16, 1996, was based on an actual read, subsequent to the meter's replacement on September 27, 1996.

IV. STANDARD OF REVIEW

The Department has held consistently that, where a meter has been tested and found accurate, past actual readings are correct absent clear and convincing evidence to the contrary. Nelder v. Boston Edison Company, D.P.U. 91-AD-38 (1994); Chapman v. Eastern Edison Company, D.P.U. 262 (1981). In addition, the Department repeatedly has found that a mere discrepancy in use is insufficient to rebut the accuracy of a meter test. Nelder, D.P.U.

91-AD-38; Barach v. Boston Edison Company, D.P.U. 91-AD-6 (1992); Brabazon v. Boston Gas Company, D.P.U. 85-AD-32 (1987). Moreover, actual readings from a meter tested and found to be accurate outweigh a customer's impression of use. Crossley v. Boston Gas Company, D.P.U. 576 (1983). Evidence of vacancy or limited use of premises is insufficient to rebut accuracy of billing. Coogan v. Highwood Water Company, D.P.U. 91-AD-32 (1994). The customer must meet a strict standard when faced with a meter tested and found accurate. The standard rests upon two basic premises: (1) scientific evidence supports the certainty and reliability of tested meters; and (2) billing for utility consumption could not feasibly be based upon a customer's impression of his or her consumption. Mellen v. Boston Gas Company, D.P.U. 91-AD-8 (1994); Donovan v. Hingham Water Company, D.P.U.

758-B (1986).

Acceptable meter tolerances are set by statute. G.L. c. 164, §§ 103 and 120 provide that a meter may not vary more than two percent from the standard measure and still be considered correct. The Department has held that even where a meter varies slightly more than two percent, prior actual readings are given more weight than a customer's impression of use. Joseph v. Boston Gas Company, D.P.U. 91-AD-15 (1994); Vaughan v.

Boston Gas Company, D.P.U. 1695 (1985); Dunakin v. Colonial Gas Company, D.P.U. 1451 (1984). Prior actual readings based on a slightly inaccurate meter give rise to a presumption of the correctness of such readings when weighed against a customer's impression of use. Vaughan, D.P.U. 1695.

While a company is not required to explain how a customer uses the gas or electricity provided, the company has a duty to prove the meter accurate and to take actual meter readings. Denis v. Fitchburg Gas and Electric Light Company, D.P.U. 1376 (1983). When the accuracy of a meter is questioned, it is the company's burden to prove the meter accurate through a meter test. Shinney v. Boston Gas Company, D.P.U. 84-86-62, at 2 (1986) (citing Bay State Gas Company v. Leblanc, D.P.U. 1604 (1984)). Where the company has not tested the meter and has not produced it for a state meter test, the Department cannot presume that the meter is accurate. Shinney, D.P.U. 84-86-62, at 2.

V. ANALYSIS AND FINDINGS

A. Introduction

The issues to be decided are whether the billings to the Complainant by the Company on December 15, 1995 and March 19, 1996 accurately reflect his electricity consumption from October 18, 1995 through March 19, 1996, and whether the Complainant is responsible for the resulting bills totaling \$787.53.

We conclude that a review of the Complainant's account history and activities in the second-floor apartment do not support his contention that the meter registered inaccurately. Although the apartment was unoccupied during the billing periods in question, renovations were performed by both the Complainant himself and hired contractors. As noted above, limited use of premises is insufficient to rebut billing accuracy. Coogan, D.P.U. 91-AD-32, at 6. A customer of record is responsible for electric consumption, whether or not that customer was present during the use. Joseph, D.P.U. 91-AD-15, at 5. The Complainant did not offer clear and convincing evidence to support his impression that his electric consumption was less than that for which he was billed. See Miller v. Boston Edison Company, D.P.U. 95-AD-12, at 6 (1995); Crossley, D.P.U. 576, at 3.

B. Untested Meter

When a customer disputes a utility bill, the burden of proof is on the company to show that the bill is accurate. Boyd v. Boston Edison Company, D.P.U. 579 (1981). As stated above, when a customer disputes the accuracy of a meter, the Company must prove the accuracy of the meter through a meter test. Corbett v. Boston Gas Company, D.T.E.

96-AD-11, at 10 (2000); Leblanc, D.P.U. 1604, at 2. Evidence that a Company's billings were based on actual readings from a meter that tests accurate creates a presumption that the billings are correct and shifts the burden of proof from the company to the customer. Boyd, D.P.U. 579, at 3. Where the Company has not tested the meter and cannot produce

it for a state meter test, the Department cannot presume that the meter is accurate. Corbett, D.T.E. 96-AD-11, at 11; Leblanc, D.P.U. 1604, at 2.

In this case, the meter was not tested in connection with the complaint and cannot be tested because it was destroyed.⁽⁷⁾ Where the complainant does not dispute the accuracy of the meter or request it be tested at the time it is replaced, however, the company has no reason to perform a test on the meter prior to retirement. Paraison v. Boston Edison Company, D.P.U. 93-AD-34, at 5 (1994). Although the Complainant believed that the December 1995 and March 1996 bills were too high, he did not immediately inquire about them; he merely withheld payment. He did not contact the Company with his complaint until March 1997, six months after the Company had replaced the meter and a year after the latter of the disputed bills. As explanation for his failure to contact the Company within a reasonable time after receiving the two high bills, the Complainant merely stated that he was too busy. Had the Complainant notified the Company of his concerns about the bills within a reasonable time, the Company could have tested the meter. The Company provided adequate notice to its customers that it was replacing meters, and, since an installer gained access to Complainant's indoor meter, someone in Complainant's household more likely than not arranged for the meter exchange. The Department concludes that the 1996 meter replacement took place in the normal course of business as part of an announced meter replacement program and thus discern no bad faith on the part of the Company in the meter's destruction. As the Complainant did not dispute the accuracy of the meter before it was replaced, we further conclude that the Company was unaware of any reason to test the meter before it was destroyed.

In the absence of a tested meter, the Department has in some cases found that the company has satisfied its burden of proving the meter accurate by producing account records that credibly demonstrate the meter's reliability based on usage patterns and regularly obtained actual meter readings. See Paraison, D.P.U. 93-AD-34 (company offered daily average consumption chart indicating usage fluctuation was tied to occupancy of a basement apartment and did not significantly change with meter replacement); Mazmanian v. Boston Edison, D.P.U. 19670 (1978) (company offered history of regular readings and billings demonstrating meter was generally consistent). Cf. Reardon v. Boston Gas Company, D.P.U. 883 (1983) (account transcript and testimony insufficient to prove accuracy where only two actual readings were obtained over disputed period of 13 months).

Where a meter has been tested and found accurate, a customer must present clear and convincing evidence to rebut past actual readings, which outweigh a customer's impression of use. See, e.g., Nelder, D.P.U. 91-AD-38; Crossley, D.P.U. 91-AD-32; Mellen, D.P.U.

91-AD-8. Where there has been no meter test, the meter cannot be presumed accurate. Corbett, D.T.E. 96-AD-11, at 10-11. However, where the Company cannot perform a meter test due to untimeliness of the consumer's complaint, if the Company can demonstrate accuracy of the meter by means other than a meter test, actual readings may be deemed correct absent clear and convincing evidence to the contrary. Therefore, we

turn to the record, particularly the Complainant's account history, summarized in Table 1, to determine whether the evidence supports or refutes accuracy of the meter. Id.

TABLE 1: Complainant's Account History - March 1995 through December 1996

Date	Activity	Reading	Use in KWH	Amount Billed in Dollars
3/18/95	actual read	NR	425	57.07
4/15/95	actual read	NR	132	21.51
5/18/95	actual read	NR	168	25.28
6/17/95	actual read	62843	167	25.20
7/19/95	actual read	63098	255	34.39
8/19/95	actual read	63574	476	57.58
9/15/95	actual read	63809	235	32.29
10/17/95	actual read	64034	225	29.94
11/15/95	estimated read	64213	179	25.37
12/15/95	actual read	67017	2804	285.59
1/17/96	not read	--	--	--
1/29/96	informational read	70025	--	--
2/15/96	estimated read	67438	421	56.12
3/19/96	actual read	72528	5090	501.94
4/17/96	estimated read	72665	137	21.20
5/16/96	estimated read	72813	148	22.29
6/17/96	estimated read	72991	178	25.31
7/17/96	estimated read	73230	239	32.03
8/16/96	estimated read	73691	461	54.74
9/17/96	estimated read	73970	279	36.12
9/27/96	meter replaced	74077 / 00000	--	--
10/16/96	actual read	00137	244	33.15
11/18/96	canceled	01805	--	--
12/20/96	actual read	01004	867	106.02

NR = no records submitted by either party

(Exhs. CEL-1, SF-1-B, SF-1-C).

C. Complainant's Account History

While the Company was unable to provide current meter test results, it did provide Complainant's billing and usage history, indicating a similar electric usage pattern from March through November 1995 and April through September 1996, the time periods immediately before and after the billing periods in dispute (Exh. CEL-1). The Company stated that if the meter had run inaccurately for the December 1995 and March 1996 readings, it would not have resumed running accurately for the remaining readings before its replacement (Tr. at 21-22).

The Company supplied the Complainant's billing records for March 1995 through September 2000. The Complainant's dispute concerns two bills rendered during the period when the second-floor apartment was unoccupied, which he testified was from late

1994 until December 1996 (id. at 7, 8, 12). Therefore, the available billing history relevant to this inquiry and shown in Table 1 is the period from March 1995 through December 1996.

The two disputed bills are for electric usage between October 18, 1995 and March 19, 1996. Both bills are based on actual meter readings.⁽⁸⁾

The billing history detailed in Table 1 shows seven monthly actual meter reads from March 18, 1995 to October 17, 1995 (Exh. CEL-1). The amounts billed ranged from \$21.51 to \$57.07 (id.). After the disputed period of October 18, 1995 to March 19, 1996, there were six monthly estimated bills from April 17, 1996 to September 17, 1996, ranging from \$21.20 to \$54.74 (id.). The meter was replaced September 27, 1996 (Exh. SF-1-E, at 2).

The October 1996 bill of \$33.15 was based on an actual reading.⁽⁹⁾ The November 1996 bill was canceled,⁽¹⁰⁾ and in December 1996, Complainant was billed \$106.02 for 65 days, based on an actual meter read (Exh. CEL-1). As the estimated usage from April to September 1996 did not result in a large catch-up bill in October 1996, it may be presumed that the estimated bills were reasonably accurate measures of usage for the six-month period. The Complainant's pattern of usage before and after the disputed period thus appears very similar. We agree with the Company that this pattern is inconsistent with a malfunctioning meter, as it is unlikely that the meter would register incorrectly for two billings and then return to operating normally. We therefore find, because the disputed bills were based on actual meter readings and the Complainant's billing history is not indicative of a malfunctioning meter, that the Company has satisfied its burden of proving the accuracy of the meter and the use it registered. We further find that the Complainant has failed to provide clear and convincing evidence to the contrary.

The Complainant asserts he could not have used the amount of electricity for which he was billed on December 15, 1995 and March 19, 1996 because the second-floor apartment was unoccupied at the time, there were no electrical appliances in regular use other than lighting and a refrigerator, and the renovations were too limited to account for the higher bills. In an effort to explain the Complainant's consumption, the Company stated that it was indicative of use of electric heaters or humidifiers or other high-usage appliances during the period when the apartment was being renovated (Exhs. SF-1-C; SF-1-E). The Complainant denied the use of electric heaters or humidifiers, but he failed to establish a record effectively rebutting renovation work as an explanation for the two disputed bills. He supplied no evidence of the equipment used or the time frame when renovations were performed. The Department has consistently held that a consumer's impression of his usage is inadequate to overcome a finding that prior actual meter readings are correct. Miller, D.P.U. 95-AD-12; Mellen, D.P.U.

91-AD-8; Joseph, D.P.U. 91-AD-15. The Department has also consistently ruled that a customer of record is responsible for use, whether or not that customer was present during the use. Joseph, D.P.U. 91-AD-15, at 5, citing McGuinness v. Massachusetts

Electric Company, D.P.U. 1725 (1984); Ferrick v. Massachusetts Electric Company, D.P.U. 19550 (1978).

The Department finds that no evidence was presented indicating that the Complainant's meter was malfunctioning. The Complainant's account history demonstrates that electric usage registered before and after the disputed period was generally consistent and indicates that the variations in billing were attributable to increased usage, not to an inaccurate meter. See Mazmanian, D.P.U. 19670, at 2-3. It is reasonable to conclude that renovation work in the apartment resulted in increased usage for a limited time period. Therefore, we find that the December 15, 1995 and March 19, 1996 bills of \$285.59 and \$501.94 were correct as rendered, and are due and payable, either in a lump sum 30 days from the date of issuance of this order, or in seven monthly installments of \$100 plus an eighth installment of \$87.53, in addition to current charges as rendered, with the first payment due 30 days from the date of issuance of this order.

VI. ORDER

Accordingly, after due notice, hearing and consideration, it is

ORDERED: That the bills rendered to Santino Ferrante on December 15, 1995 and March 19, 1996 are due and payable. The Complainant may pay the outstanding balance of \$787.53 either in a lump sum within 30 days from the date of issuance of this order or at a rate of \$100 a month for seven months and \$87.53 in the eighth month, in addition to current charges as rendered, with the first payment due 30 days from the date of issuance of this order.

By Order of the Department,

James Connelly, Chairman

W. Robert Keating, Commissioner

Paul B. Vasington, Commissioner

Eugene J. Sullivan, Jr., Commissioner

Deirdre K. Manning, Commissioner

Appeal as to matters of law from any final decision, order or ruling of the Commission may be taken to the Supreme Judicial Court by an aggrieved party in interest by the filing of a written petition praying that the Order of the Commission be modified or set aside in whole or in part.

Such petition for appeal shall be filed with the Secretary of the Commission within twenty days after the date of service of the decision, order or ruling of the Commission, or within such further time as the Commission may allow upon request filed prior to the expiration of twenty days after the date of service of said decision, order or ruling. Within ten days after such petition has been filed, the appealing party shall enter the appeal in the Supreme Judicial Court sitting in Suffolk County by filing a copy thereof with the Clerk of said Court. (Sec. 5, Chapter 25, G.L. Ter. Ed., as most recently amended by Chapter 485 of the Acts of 1971).

1. Complainant did not respond to record request RR-DTE-1, which asked for this information (Tr. at 13-14).

2. The Complainant also provided his November 4, 1997, reply letter to the Company and a response from a Company staff attorney, dated November 26, 1997 (Exhs. SF-1-D, SF-1-E). The attorney stated that the high readings suggested use of electric heaters or humidifiers or other high-usage appliances during the period when work was being done on the premises (Exh. SF-1-E, at 2). The Complainant responded at the hearing that no electric heaters or humidifiers were used, because there was no need for heat on the second floor while the apartment was unoccupied (Tr. at 10-11).

3. G.L. c. 164, § 120 provides that an electric meter is deemed to be reading correctly if it does not vary more than two percent from standard measure (100 percent).

4. The Company testified that when it purchases an order of meters, it might test a sample of ten percent to make sure the batch is correctly calibrated. Otherwise, a particular meter would not be tested except upon repeated customer complaints (Tr. at 28).

5. Despite the January 29 informational reading, the February bill was estimated, and the estimated reading was lower than the reading obtained in January.

6. The Company stated that many customers' accounts were estimated during that time period due to a work stoppage by Company employees (RR-DTE-5). Although Department regulations require a company to render actual readings at least every other billing period, 220 C.M.R. § 25.02(2), the Department has found that six or fewer months of estimates do not constitute such disregard of the regulations as to justify abatement of the bills. Paraison v. Boston Edison Company, D.P.U. 93-AD-34 (1994); Boston Gas Company v. Cesaitis, D.P.U. 84-86-69 (1986).

7. Company records did show the meter had tested 100.1 percent accurate as of February 23, 1985 (Exh. CEL-2).

8. Specifically, there was an actual read in October 1995; an estimated read in November; an actual read in December; no read in January 1996; an estimated read in February; and an actual read in March. Department regulations require a company to render actual readings at least every other billing period. 220 C.M.R. § 25.02(2). Since there was no January billing, we find that the bills rendered during the time period in dispute complied with Department regulation.

9. The October 1996 bill was based on the reading of the old meter on September 27, plus the reading of the new meter on October 16. Account histories submitted by the Complainant show two readings on 9/27/96, 74077 on the old meter and 00000 on the new meter, followed by a reading of 00137 on the new meter on 10/16/96 (Exhs.

SF-1-B, at 2; SF-1-C, at 3).

10. The cancellation appears to be the result of an incorrect meter reading (Exhs. SF-1-B, at 2; SF-1-C, at 3)

